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**CANADA-NEW BRUNSWICK AGREEMENT
ON
THE OFFICIAL LANGUAGES
IN EDUCATION**



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Government
Publications

Canada - New Brunswick Agreement

*Minority-Language
Education*

*Second-Language
Instruction*

1988-89 to 1992-93

*Agreement between the government of Canada and
the government of New Brunswick for
minority-language education and
second-language instruction*

1988-89 to 1992-93

CANADA - NEW BRUNSWICK AGREEMENT
ON
THE OFFICIAL LANGUAGES IN EDUCATION

THIS AGREEMENT made in the English and French languages the
23 day of OCTOBER, 1989.

BETWEEN:

THE GOVERNMENT OF CANADA in
right of Canada (hereinafter
referred to as "Canada")
represented herein by the
Secretary of State of Canada

AND:

THE GOVERNMENT OF NEW
BRUNSWICK in right of New
Brunswick (hereinafter
referred to as "New
Brunswick") represented herein
by the Minister of
Intergovernmental Affairs

WHEREAS Canada recognizes English and French as the official
languages of Canada in the Constitution, the Canadian Charter of
Rights and Freedoms and the Official Languages Act;

AND WHEREAS Canada and New Brunswick recognize, in accordance
with Section 23 of the Canadian Charter of Rights and Freedoms,
the right of Canadians belonging to the English- or French-
language minority in a province to have their children educated
in their own language, where numbers warrant;

AND WHEREAS Canada believes, as part of its official languages
policy, that it is important for the achievement of Canadian
goals and objectives for Canadians to be able to have their
children educated in the official language of their choice and,
both as a personal asset and in the overall Canadian context, for
those Canadians who choose to do so to have the opportunity to
acquire a knowledge of their second official language and an
appreciation of the culture associated with that language;

AND WHEREAS, under the terms of the Canadian Charter of Rights
and Freedoms, the Official Languages of New Brunswick Act, and
the Act Recognizing The Equality of the Two Official Linguistic
Societies in New Brunswick, this province is unique in the status
it accords to English and French as official languages;

AND WHEREAS a Protocol for Agreements between the Government of
Canada and the Provincial Governments for Minority-Language
Education and Second-Language Instruction was signed by the
Secretary of State and the Chairman of the Council of Ministers
of Education, Canada (CMEC), on behalf of all provincial
ministers responsible for education, on November 17, 1988,
hereinafter referred to as "the Protocol";



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AND WHEREAS in conformity with the above-mentioned Protocol each provincial government is to enter into a bilateral agreement with the Government of Canada under one of the two options, the Basic Program Option or the Negotiation Option, for a period of five years;

AND WHEREAS education, as a provincial jurisdiction, requires that New Brunswick determine the objectives, contents, priorities and evaluation of its official languages in education programs;

AND WHEREAS New Brunswick wishes to continue to provide and develop equitable opportunities for the members of its English and French linguistic communities to be educated in their own language and the opportunity to learn both second official languages;

AND WHEREAS New Brunswick recognizes that the concept of additional costs, as acknowledged in the Protocol, is an important underlying premise to Canada in its financial support;

AND WHEREAS Canada wishes to continue to assist New Brunswick with the additional costs of providing such educational opportunities, further to the previous federal-provincial agreements on the official languages in education, first established in 1970;

AND WHEREAS New Brunswick has indicated its desire to conclude a bilateral agreement under the Negotiation Option as provided for in the Protocol;

AND WHEREAS Canada and New Brunswick signed a general agreement on the promotion of official languages in 1987 whose purpose is to promote the development and equality of the two official language communities of the province;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants, the parties agree as follows:

I OBJECTIVES

To provide members of the French and English linguistic communities of New Brunswick with equitable opportunities to be educated in their own language.

To provide the residents of New Brunswick with the opportunity to learn French or English as a second official language.

To provide members of the English linguistic community of New Brunswick with opportunities for cultural enrichment through knowledge of the language and culture of the French linguistic community.

To provide members of the French linguistic community of New Brunswick with opportunities for cultural enrichment through knowledge of the language and culture of the English linguistic community.

II PURPOSE OF CONTRIBUTION

The purpose of Canada's contribution to New Brunswick is to assist with the additional costs of providing equitable educational opportunities in their own language for members of both its French and English linguistic communities and opportunities for the residents of New Brunswick to learn their second official language.

"Additional costs" refers, in general terms, to those costs to or expenditures by New Brunswick which can be demonstrated to exceed the costs which the province would incur in providing educational services to its residents if it did not provide such opportunities in both official languages.

III STRATEGIC PRIORITIES

1. Further to the objectives described in Section 1, Canada and New Brunswick agree to give priority to the following areas of interest:
 - Further development of educational services in French at the college and university levels and of access to these services;
 - Maintenance and further development of equitable opportunities for members of the French linguistic community of New Brunswick to be educated in their own language at the elementary and secondary levels.
2. In addition, Canada and New Brunswick agree to give special attention to the following areas of interest:
 - Expansion of French second-language programs at all levels of the school system; and
 - Development of teacher training programs for French-language education and for French or English second-language instruction.

IV PROGRAM EXPENDITURE CATEGORIES

Subject to the provisions of the Protocol and this Agreement, Canada is prepared to contribute to the additional costs incurred by New Brunswick under the following broad program expenditure categories:

1. Infrastructure Support

Canada will provide financial assistance for ongoing programs and services for the maintenance of equitable educational opportunities in their own language for members of the English and French linguistic communities of New Brunswick, and for opportunities to learn the second official language. Financial support will be provided for provincial funding arrangements for such programs in the province and, if necessary, for central administrative and support services.

2. Program Expansion and Development

Canada will provide financial assistance for activities and initiatives relating to the expansion of existing programs and the design, development and implementation of new programs. Without limiting the scope of the above, financial support will be provided for activities corresponding to the strategic priorities identified in III.1 and III.2, which have been mutually agreed upon by Canada and New Brunswick. For example, activities funded could include, among others:

- Establishment of new French courses and programs in the universities;
- Establishment of new French courses and programs in the francophone community colleges;
- Establishment and expansion of new classes, new programs and school facilities for the francophone community of New Brunswick at the elementary and secondary levels;
- Development and acquisition of programs and of instructional materials; and
- Interprovincial and national programs.

Canada may also provide financial assistance for any other program or activity relating to program expansion and development, which has been mutually agreed upon by both parties.

3. Teacher Training and Development

Canada will provide financial assistance for programs and activities for the professional training and development of French-language education teachers and teachers of French or English as a second official language. Without limiting the scope of the above, financial support will be provided for activities corresponding to the strategic priorities identified in III.1 and III.2, which have been mutually agreed upon by Canada and New Brunswick. For example, activities funded could include, among others:

- Establishment of new pre-service training programs;
- Professional development workshops; and
- Bursaries.

Canada may also provide financial assistance for any other program or activity relating to the professional training and development of teachers, which has been mutually agreed upon by both parties.

4. Student Support

Canada will provide financial assistance for programs and activities designed to provide support to individual students as well as to enhance language learning outside the formal classroom setting. Without limiting the scope of the above, financial support will be provided for activities corresponding to the strategic priorities identified in III.1 and III.2, which have been mutually agreed upon by Canada and New Brunswick. For example, activities funded could include, among others:

- Enriched bursaries in specific subject areas such as law and public administration; and
- Exchanges among high school students and among post-secondary level students.

Canada may also provide financial assistance for any other program or activity relating to student support, which has been mutually agreed upon by both parties.

5. Other Program Expenditure Categories

Canada and New Brunswick may agree to identify other program expenditure categories which would enable them to better reflect the particular circumstances of New Brunswick and which correspond to the strategic priorities as identified in III.1 and III.2. The types of projects and activities, as well as the conditions governing their funding, shall be subject to mutual agreement.

v CANADA'S CONTRIBUTION

1. Subject to appropriation by Parliament, the provisions of the Protocol and this Agreement, Canada shall make available to New Brunswick, financial support towards the additional costs incurred under the program expenditure categories described in IV above during each year of this Agreement.
2. Canada's actual contribution to New Brunswick for Infrastructure Support shall be adjusted, as required, to reflect the result of calculations performed by Statistics Canada for each year of this Agreement.
3. Canada's minimum contribution towards the additional costs incurred by New Brunswick under the program expenditure categories described in IV.2, 3, 4 and 5 above shall be as follows:
 - two million seven hundred ninety-nine thousand five hundred dollars (\$2,799,500) for 1988-89;
 - three million seventy-nine thousand four hundred fifty dollars (\$3,079,450) for 1989-90;
 - three million three hundred eighty-seven thousand three hundred ninety-five dollars (\$3,387,395) for 1990-91;
 - three million seven hundred twenty-six thousand one hundred thirty-five dollars (\$3,726,135) for 1991-92; and

- three million nine hundred twelve thousand four hundred forty-one dollars (\$3,912,441) for 1992-93.
- 4. Canada and New Brunswick may agree that a portion of the funds allocated to the Infrastructure Support program expenditure category be transferred to the other program expenditure categories identified in IV. These transfers shall be made with the prior approval of Canada.
- 5. Subject to special arrangements, Canada and New Brunswick may agree that a portion of the minimum contribution be transferred to Infrastructure Support for specific ongoing activities which were previously funded within the minimum contribution. These transfers may be made subject to the prior approval by Canada of the demonstration of additional costs identified in VI.I and approval of the activities for which a transfer is requested. The maximum amount of the transfer will be equal to the amount transferred in 1987-88 and the increases specified in the Protocol.
- 6. Subject to special arrangements, Canada and New Brunswick may agree, on a multi-year basis and further to an implementation plan, upon the specific terms and conditions governing certain programs and activities.
- 7. The maximum amount of Canada's contributions to New Brunswick during each year of this Agreement shall be the sum of the amounts specified in the Appendices for that year.

VI

INFORMATION ON ADDITIONAL COSTS

- 1. Canada and New Brunswick agree that they must be in a position to assure their respective legislatures and the general public that the financial assistance from Canada to New Brunswick is used to contribute to the maintenance and development of equitable opportunities for members of the English and French linguistic communities of New Brunswick to be educated in their own language, and of opportunities to learn their second official language, for which it was voted. To this end, New Brunswick agrees to provide, annually, to Canada information to show that Canada's contributions relate to the additional costs resulting from the maintenance and development of French-language education and French second official-language instruction in support of the objectives described in I above, in order to enable Canada to provide the necessary assurances to Parliament and to the general public. New Brunswick shall provide the information relating to the various components of this agreement in the way it deems most appropriate to its particular situation. Following presentation of such information, if there is a need, in the opinion of Canada or of New Brunswick to clarify the information provided, Canada and New Brunswick will hold discussions to do so and to review the pertinence of such information to the needs of Canada.

VII APPENDICES

1. Canada and New Brunswick agree that there shall be Appendices to this Agreement, corresponding to the program expenditure categories described in IV above, and that these Appendices shall constitute an integral part of this Agreement.
2. Further to VI above, Canada and New Brunswick agree that the Appendices for each year of this Agreement shall identify the additional costs incurred by New Brunswick, the contributions which Canada has agreed to make towards these additional costs under the program expenditure categories and the conditions under which Canada provides its financial support.
3. Canada and New Brunswick agree that the description of the additional costs incurred by New Brunswick and Canada's contributions towards these additional costs shall be presented in the Appendices to this Agreement according to the related linguistic objective, as described in I.
4. Canada and New Brunswick agree that the description of the additional costs incurred by New Brunswick and Canada's contributions towards these additional costs shall be presented in the Appendices to this Agreement in terms of the various levels of the educational system (i.e. elementary-secondary, community college and university).

VIII PUBLIC ACKNOWLEDGEMENT

1. Further to V.3 of the Protocol, Canada and New Brunswick agree that the text of this Agreement, including the Appendices, shall be made available to all provincial and territorial governments and to the Canadian public.
2. Further to V.7 of the Protocol, New Brunswick agrees to acknowledge Canada's contributions in all of its publicity pertaining to official languages in education programs and activities benefitting from Canada's financial support. For the purposes of this Agreement, examples of such publicity include but need not be limited to:
 - news releases;
 - reports of provincial government departments and agencies;
 - correspondence with educational institutions; and
 - with regard to teacher and student bursaries: correspondence with individuals, program advertisements and application forms.

New Brunswick agrees to provide annually examples of all such items to Canada.

3. Further to V.8 of the Protocol, New Brunswick also agrees to take all reasonable measures to have all other recipients of Canada's financial support (e.g. schools, school boards and post-secondary institutions) agree to acknowledge, where appropriate, Canada's contributions in publicity pertaining to official languages in education activities benefitting from Canada's financial support.

IX PAYMENTS

1. With regard to Canada's contributions to New Brunswick for Infrastructure Support for 1988-89, 1989-90, 1990-91, 1991-92, 1992-93, payments shall be made as follows:

- a first quarterly payment representing approximately one-quarter (25%) of Canada's contribution for Infrastructure Support for each year, as specified in V.2 above, on or about June 30 of each year;
- a second quarterly payment representing approximately one-quarter (25%) of Canada's contribution for Infrastructure Support for each year, as specified in V.2 above, on or about September 30 of each year;
- a third quarterly payment representing approximately one-quarter (25%) of Canada's contribution for Infrastructure Support for each year, as specified in V.2 above, on or about December 31 of each year; and
- a fourth and final payment representing the balance of Canada's contribution for Infrastructure Support for each year, as specified in V.2 and V.7 above, on or about March 31 of each year, subject to ratification by both parties of the Appendices identified in VII.

Canada's quarterly payments for the years 1988-89 to 1992-93 shall be conditional upon New Brunswick's compliance with all provisions of the Protocol, this Agreement and of previous agreements, for each of these years. The payments for each of these years shall be conditional upon the provision by New Brunswick of projections of the additional costs under the Infrastructure Support program expenditure category for those years.

2. With regard to Canada's contribution to New Brunswick for the program expenditure categories described in IV.2, 3, 4 and 5, for each of the five years of this Agreement, payments shall be made as follows:

- a first payment, representing approximately one-half (50%) of Canada's contribution for the program expenditure categories described in IV.2, 3, 4 and 5 for each year, upon Canada's approval of the projects and activities to be supported by this contribution; and
- a second and final payment representing the balance of Canada's contribution under the program expenditure categories described in IV.2, 3, 4 and 5 for each year, on or about March 31 of each year, subject to ratification by both parties of the Appendices identified in VII.

Canada's second and final payment is conditional upon the provision by New Brunswick of certified interim statements of expenditures for the current year, certified final statements of expenditures for such contributions for the previous year and compliance with all other applicable provisions of the Protocol and this Agreement.

X ACCOUNTS AND FINANCIAL STATEMENTS

1. New Brunswick agrees to keep proper accounts and records of the revenues and expenditures for the subject matter of this Agreement, including all invoices, receipts and vouchers relating thereto. For the purposes of this Agreement, New Brunswick shall keep all financial accounts and vouchers and other records for a period of at least three years after the expiry of this Agreement.
2. New Brunswick agrees that it shall conduct all financial affairs related to this Agreement according to generally accepted accounting principles and practices.
3. Further to IX.2 above, New Brunswick shall provide certified interim statements of expenditures for Canada's contribution for the program expenditure categories described in IV.2, 3, 4 and 5 on or before March 31 of each year of this Agreement. The certified interim statements of expenditures shall provide details of actual expenditures prior to January 31 and forecasts of anticipated expenditures after January 31 of the current year.
4. For each year of this Agreement, New Brunswick shall provide certified final statements of detailed actual expenditures for Canada's contribution for the program expenditure categories described in IV.2, 3, 4 and 5 within six months following the end of each project and activity.
5. For the purposes of this Agreement, certified statements of expenditures provided by New Brunswick to Canada shall be certified by a senior program officer and a senior financial officer so authorized by New Brunswick and agreed to by Canada. For the purposes of this Agreement, all certified statements of expenditures shall clearly identify the extent of financial support in terms of the language objectives identified in I above.

XI OVERPAYMENT

1. In the event that payments made to New Brunswick under this Agreement exceed the amounts to which New Brunswick is entitled in accordance with this Agreement, any such surplus is payable forthwith to Canada. Where any surplus payable has not been repaid, an amount equal to the surplus may be retained by Canada from such contribution payments as may subsequently become payable to New Brunswick.

XII FINANCIAL AUDIT

1. Canada reserves the right to undertake, or cause to have undertaken, a financial audit of the accounts and records of New Brunswick concerning the provisions of this Agreement to ensure compliance with the provisions of the Agreement. If conducted, such an audit would be carried out by the Auditor General of New Brunswick.
2. Canada agrees to inform New Brunswick of the results of any financial audit, and to pay to New Brunswick as soon as possible after the completion of the audit any monies which the audit may show to be then due and owing to New Brunswick. New Brunswick agrees to pay to Canada, on being informed of the results of such financial audit, any monies which the audit may show to be then due and owing to Canada.

XIII EVALUATION

1. The evaluation of provincial educational programs and activities remains the sole responsibility of New Brunswick.
2. As detailed in the General Conditions of the Appendices, for the program expenditure categories described in the IV.2, 3, 4 and 5, New Brunswick agrees that it shall provide annually a report on the evaluation of each project undertaken with Canada's financial support within six months following the end of each project.
3. Canada is responsible for the evaluation of its financial support to New Brunswick for the official languages in education. For such evaluations, Canada will use the information provided further to this Agreement. If additional information is required, such information will be the subject of discussions between Canada and New Brunswick. Furthermore, Canada agrees to consult New Brunswick on the design of these evaluations and to seek its views during the course of such evaluations.

XIV CONSULTATION

Canada undertakes to consult with interested associations and groups about the programs provided for in this Agreement. Similarly, New Brunswick recognizes that, when deemed necessary, it consults with interested associations and groups about its educational programs provided for in this Agreement.

XV STATISTICAL DATA

1. Further to V.10 and Note 8 of Schedule A of the Protocol, New Brunswick agrees to provide Statistics Canada with statistical data on enrolments and instruction time in French-language education, French second official-language immersion programs, French second official-language instructional programs, French-language education and French and English second-official language instruction teacher training programs, and provincial per pupil costs of education during each year of this Agreement. The data to be provided and the procedures to be used for the collection of these data shall be in accordance with the particular arrangements in effect between Statistics Canada and New Brunswick. New Brunswick agrees that Statistics Canada shall be responsible for the processing of these data to ensure the uniformity of the calculations for all provinces and, to this end, New Brunswick agrees to cooperate with Statistics Canada in providing, by December 31 of each year of this Agreement, the following information with regard to the previous school year:

- a) statistical reports (in hard copy or machine-readable form) for each elementary and secondary public school indicating, by grade, enrolment in French-language education, French second official-language immersion, French second official-language instructional programs, English second official-language instructional programs (where available) and the percent of the school week spent in each program;
- b) statistical reports (hard copy or machine-readable) for each elementary and secondary public school indicating total school enrolment by grade;
- c) statements of the number of full-time equivalent (FTE) enrolments and on the number of part-time students in programs taught in French for each designated post-secondary institution;
- d) statements on the number of students taking courses in French (with the exception of grammar and literature courses taught in French Departments) in New Brunswick's post-secondary institutions;
- e) statements on the number of full-time equivalent and part-time enrolments in programs in faculties of Education that prepare students to become teachers in French-language education programs and institutions and/or teachers of French as a Second Language;
- f) details of revenues and expenditures of school boards in sufficient detail to permit identification of adult education programs, inter-board transfers, ancillary enterprises, etc; and
- g) details of expenditures in direct support of school boards. These statements must provide details on such budgetary items as teachers' superannuation, textbook costs (net), inspection services, etc.

XVI AVAILABILITY OF MATERIALS

1. New Brunswick agrees that, upon request, it shall take all reasonable measures to make available to any researcher, institution, provincial or territorial government, any audio-visual aids, curricula materials, films, research, studies, or other material developed through financial support provided to a project or activity by Canada. New Brunswick also agrees that any charges associated with the provision of such items shall be calculated so as to reflect the financial support provided by Canada. Whenever possible, such charges shall be calculated only on the basis of the costs involved in providing said items rather than the costs associated with the development of these items.

XVII DURATION

1. This Agreement is deemed to have come into force on the first day of April, 1988 and shall, unless otherwise amended, terminate on the 31st day of March, 1993. However, those provisions contained in this Agreement which, of necessity, can only be completed after March 31, 1993 shall continue in force until they are satisfactorily discharged.

XVIII METHOD OF AMENDMENT

1. This Agreement may be amended by the mutual written consent of both parties. Proposals by New Brunswick to amend the Appendices to this Agreement for the year in progress must be submitted prior to March 15 of that year.
2. With regard to a change between the Negotiation Option and the Basic Program Option, such an amendment shall be subject to a one-year notice of intent to change and all other provisions of the Protocol and this Agreement, unless otherwise agreed by both parties.

XIX NOTICES AND COMMUNICATIONS

1. Any notice to Canada in connection with this Agreement may be sent by letter, telex, facsimile or telegram to:

The Secretary of State of Canada
Department of the Secretary of State
Ottawa, Ontario
K1A 0M5

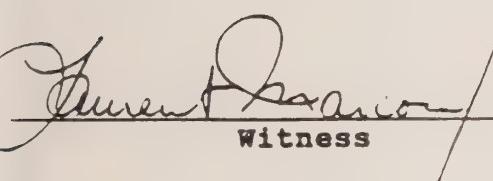
2. Any notice to New Brunswick in connection with this Agreement may be sent by letter, telex, facsimile or telegram to:

The Premier of New Brunswick
C.P. 6000
Fredericton, New Brunswick
E3B 5H1

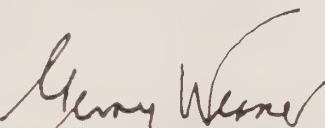
Any notice so given shall be deemed to have been received at the time when, in the ordinary course of events, such a letter, telex, facsimile or telegram would have reached its destination.

IN WITNESS WHEREOF the parties have executed this Agreement on the date indicated on the first page:

THE GOVERNMENT OF CANADA

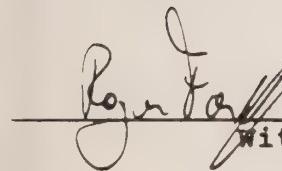


Witness

BY: 

Secretary of State
of Canada

THE GOVERNMENT OF NEW BRUNSWICK



Witness

BY: 

President of the Executive
Council and Minister of
Intergovernmental Affairs

John Turner

PAR: _____
Présidente du Conseil
exécutif et ministre
des Affaires
intergouvernementales

John Turner

Témoin

LE GOUVERNEMENT DU NOUVEAU-BRUNSWICK

John Turner

PAR: _____
Secrétaire d'Etat
du Canada

John Turner

Témoin

LE GOUVERNEMENT DU CANADA

EN FOI DE QUOI, les parties ont signé la présente entente à la date indiquée en première page:

2. En ce qui concerne un changement entre l'option négociation et l'option programme de base, un tel aménagement sera sujet à un préavis d'un an et au respect des autres dispositions du protocole et de la présente entente, sauf si, en a été convenu autrement par les deux parties.

1. Toute communication destinée au Canada concernant la présente entente peut être envoyée sous forme de lettre, télécopie ou télegramme à l'adresse suivante:

2. Toute communication destinée au Nouveau-Brunswick concernant la présente entente peut être envoyée sous forme de lettre, télécopie ou télegramme à l'adresse suivante:

Toute communication sera réputée avoir été régulière au moment où, en temps normal, une lettre, un télécopie, une télegramme ou un télegramme seraît parvenu à destination.

Le Secrétaire d'Etat du Canada
Secrétariat d'Etat
Ottawa (Ontario)
C.P. 6000
Le Premier ministre du Nouveau-Brunswick
Fédération (Nouveau-Brunswick)

E3B 5H1

KIA 0M5
Ottawa (Ontario)
Le Secrétaire d'Etat du Canada
Secrétariat d'Etat
Ottawa (Ontario)

COMMUNICATIONS

XVIII MODALITES DE MODIFICATION

1. La présente entente est réputée en vigueur depuis le 1er avril 1988 et prendra fin, sauf modification, le 31 mars 1993. Cependant, les dispositions contenues dans la présente entente qui doivent nécessairement être remplis après le 31 mars 1993 resteront dans l'application jusqu'à ce que l'autorité réglementaire ait pris des mesures pour assurer la sécurité de l'agence satellitaire.

XVII DUREE

- Le Nouveau-Brunswick accorde, sur demande, à toutes les mesures raisonnables pour rendre disponible à tout chercheur, établissement, gouvernement provincial ou territorial, tout matériel d'apprentissage audio-visuel, matériel de programmes, film, recherche, étude, ou autre matière élaborée grâce à l'aide financière accordée par le Canada au titre d'un projet égallement que tous les frais reliés à la fourniture de telles pièces soient calculés en tenant compte de l'aide financière accordée par le Canada. Là où c'est possible, de tels frais seront calculés uniquement sur la base des coûts associés à la fourniture desdites pièces et non à l'exploitation de ces pièces.

XVI DISPONIBILITE DU MATERIEL

- des états concer�ant le nombre "d'équivalence temps pléin" et le nombre d'inscriptions à temps partiel dans les programmes des facultés d'éducation qui préparent les étudiants à devenir enseignants dans les programmes et/ou enseignants du deuxième ou de l'anglais comme langue officielle; le détail des recettes et des dépenses des consélls scolaires. Ces états doivent venir tôt pour aider financièrement les consélls scolaires. Ces états doivent vendre les postes budgétaires tels que la pension de retraite des enseignants, les achats de manuels scolaires (net), les services etc.

1. Conformément à l'article V.10 et à la note 8 de l'annexe A du Protocole, le Nouveau-Brunswick accepte de fournir à Statistique Canada, pour chaque année de la présente entente, des données statistiques sur le nombre d'inscriptions dans les établissements scolaires et le taux de participation à l'école. Ces données sont fournies dans la même mesure que les méthodes de collecte de ces données, selon la province. Les données qui sont fournies, ainsi que sur le court par élève de l'enseignement dans la Nouvelle-Brunswick sont fournies dans la même mesure que Statistique Canada en fournit, au plus tard le 31 décembre de chaque année visée par la présente entente, les renseignements suivants concernant l'an-
- a) des rapports statistiques (sur rapport papier ou sur rapport téléphonique) sur chaque année de l'élementaire et secondaire publique, indiquant le nombre total d'inscriptions par année;
- b) des rapports statistiques (sur rapport papier ou sur rapport téléphonique) sur chaque année de l'élementaire et secondaire publique, indiquant le nombre total d'inscriptions par année;
- c) des états sur le nombre d'inscriptions en "équivalente temps plein" et le nombre d'étudiants à temps partiel inscrits à des programmes dans "équivalence temps plein" et le nombre d'étudiants dans chaque année de l'élementaire et secondaire publique, indiquant le nombre total d'inscriptions par année;

Le Canada se propose de consulter les associations et les groupes intéressés quant aux programmes éducatifs mis en place en vertu de cette entente.

Le Canada se propose de consulter les associations et les groupes intéressés dans la mesure où elles acceptent, lorsqu'il y ait nécessité, de consulter les associations et les groupes intéressés dans la mesure où elles acceptent de cette entente. Ensuite, le Nouveau-Brunswick sera informé de cette entente. Il est nécessaire de consulter les associations et les groupes intéressés dans la mesure où elles acceptent de cette entente.

IX

XII VERIFICATION FINANCIERE

5. Aux fins de la présente entente, les états financiers fournis par le Nouveau-Brunswick au Canada servent certificés par un agent principal de programme et par un agent principal des finances, lesquels auront été démenti automatiquement par le Nouveau-Brunswick et autorisés par le Canada. Pour les fins de la présente entente, tous les états certifiés de dépendances indiquent clairement les sommes fournies selon les objectifs linguistiques visées enoncees plus haut à l'article I.

EXCEDENT

1. Si les paiements versés au Nouveau-Brunswick en vertu de la présente entente dépassaient les montants auxquels le Nouveau-Brunswick a droit conformément à la présente loi, le ministre présente une contre-indication ultérieure au Nouveau-Brunswick d'un Canada. A défaut de quoi, le Canada pourra réduire ses contributions au Nouveau-Brunswick à la présente entente, les excédents devant être remis au Canada.

-
cette contribution a pour objectif d'appuyer; et
un second et dernier palement au titre des
catégories de dépenses de programme ennumérées en
IV.2, 3, 4 et 5, représentant le solde de la
contribution du Canada pour chaque année, le ou
vers 31 mars de chaque année sous réserve de la
ratification par les deux parties des annexes
visées à l'article VII.

2. En ce qu'il concerne la distribution du Canada au Nouveau-Brunswick au titre des catégories de dépenses de programme en numéros en IV.2., 3., 4 et 5, pour chacune des cinq années précédant lesquelles la présente entente sera en vigueur, les paiements successifs effectués commençant par la date de l'entrée en vigueur de l'entente.

de ces années. Le versement des paiements trimestriels de chaque année des sommes de la présente entente sera assujetti à la sommission par le Nouveau-Brunswick à la catégorie de dépenses "Infrastructure", pour ces projets sur lesquels sont supportées les dépenses "Infrastructure", pour ces années-là.

ANNEX VI

- d'enseignement du français comme langue secondaire, offreerts à l'appui des objectifs enoncés à l'article I ci-dessus, de façon à ce que le Canada soit en mesure de satistaire aux exigences du Parlement et des contribuables. Le Nouveau-Brunswick fournit ces renseignements, relatives aux diverses compositions de la présente entente, de la façon qu'il juge comme la plus conforme à sa situation propre. Si, de l'avis du Canada ou du Nouveau-Brunswick, il y a lieu de clarifier l'information présentée, le Canada et le Nouveau-Brunswick tiendront des discussions dans ce but, et aussi pour déterminer si cette information est

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INFORMATION SUR LES COURTS SUPPLÉMENTAIRES

1. Intra

Le Canada fournit une aide financière au titre des programmes et des services financiers actuellement en cours en vue d'effectuer des services possibles équitables aux membres des communautés linguistiques anglaises et françaises du Nouveau-Brunswick de recevoir un enseignement dans leur langue maternelle, et des possibilités d'apprentissage de la langue seconde officielle. L'aide financière sera fournie au titre des arrangements provisoires relatifs au financement de tels programmes dans la province et aussi, le cas échéant, au titre de services centraux d'administration et de soutien.

2.

Le Canada fournit une aide financière au titre d'activités et d'initiatives relatives au développement de programmes actuels ou à la conception, l'élaboration et la mise en oeuvre de nouveaux programmes. Sans limiter la portée de ce qu'il précède, l'aide financière sera fournie pour la réalisation d'activités qui se ront conformes aux priorités stratégiques énoncées en III.1 et III.2 et sur lesquelles le Canada et le Nouveau-Brunswick se sont antérieurement entendus. A titre d'exemples, les activités financées pourront comprendre, entre autres choses:

E-LaboFate10h est développé en partenariat avec **PrograMMes**

- mise sur pied de nouveaux cours et programmes en frangais dans les universites;
- mise sur pied de nouveaux cours et programmes en frangais dans les collèges communautaires
- mise sur pied de nouveaux programmes en français;
- nouvelles programmes et installations de programmes et de laboration et acquisition de programmes et de matériel pédagogique; et
- niveaux élémentaire et secondaire;
- la communauté francophone du Nouveau-Brunswick, aux niveaux élémentaire et secondaire;
- nouveaux programmes et installations scolaires pour la communauté francophone du Nouveau-Brunswick, aux niveaux élémentaire et secondaire;
- mise sur pied et expansion de nouvelles classes, de nouvelles programmes et installations scolaires pour la communauté francophone du Nouveau-Brunswick, aux niveaux élémentaire et secondaire;

- programmes interprovinciaux et nationaux.

Le Canada fournit une aide financière au titre de formations et d'activités visant la formation ou le perfectionnement des enseignants. Les deux partenaires entendent entre elles développer un programme ou activité relative à l'éducation et au développement de programmes et d'activités tout au long de leur vie. Le nouveau programme ou activité relative à l'éducation et au développement de programmes et d'activités tout au long de leur vie. Le nouveau programme ou activité relative à l'éducation et au développement de programmes et d'activités tout au long de leur vie. Le nouveau programme ou activité relative à l'éducation et au développement de programmes et d'activités tout au long de leur vie.

CATÉGORIES DE DÉPENSES DE PROGRAMME

Sous réserve des dispositions du Protocole et de la présente entente, le Canada est disposé à contribuer aux coûts supplémentaires que le Nouveau-Brunswick encourt dans le cadre des arrondis catégoriels de dépenses de programme suivantes :

• Développement des programmes de formation des matières pour l'enseignement en français et du français ou de l'anglais comme langue seconde.

• Élargissement de programmes d'enseignement du français dans tous les niveaux du système scolaire.

2. De plus, le Canada et le Nouveau-Brunswick s'entendent pour accorder une attention particulière aux domaines suivants :

• Maintien et restauration accrue des possibilités éducatives pour que les membres de la communauté linguistique接收 un enseignement dans leur langue maternelle aux niveaux collégial et universitaire et secondaire et pour développer la priorité aux domaines d'intervention pour accroître l'enseignement en français.

• Accroissement des services d'enseignement en français au niveau collégial et universitaire et de l'accès à ces services.

1. A l'intérieur des objectifs énumérés à l'article I, le Canada et le Nouveau-Brunswick s'entendent pour accorder la priorité aux domaines d'intervention suivants :

Par "coûts supplémentaires", on entend généralement les coûts ou dépenses que le Nouveau-Brunswick peut démontrer comme étant en sus des coûts que cette province encourage pour assumer son obligation d'instruire ses résidents si elle n'offre pas de telles possibilités dans les deux dernières années.

La possibilité d'apprendre leur langue seconde en français au niveau collégial et en français aux résidents dans le Nouveau-Brunswick à absorber les coûts supplémentaires que l'objectif de la contribution du Canada est d'aider le Nouveau-Brunswick à encourager les coûts supplémentaires que

OBJET DE LA CONTRIBUTION

Offrir aux membres de la communauté linguistique française culturelle, grâce à la connaissance de la langue et de la culture du Nouveau-Brunswick la possibilité d'un enrichissement du Nouveau-Brunswick à la fois culturelle et économique.

I OBJECTIFS

EN CONSÉQUENCE, la présente entente, eu égard aux accords reciproques ci-inclus, attestée que les parties aux présentes conviennent de ce qu'il suit:

ET ATTENDU que le Canada et le Nouveau-Brunswick ont conclu une entente-cadre sur la promotion des langues officielles en 1987 qui vise à promouvoir le développement et l'égalité des deux communautés linguistiques de la province;

ET ATTENDU que le Nouveau-Brunswick est disposé à conclure une entente bilatérale en vertu de l'option négociation prévue au protocole;

ET ATTENDU que le Nouveau-Brunswick a absorbé les couts supplémentaires entraînées par l'offre de telles possiblités éducatives, suite aux ententes fédérales-provinciales antérieures concernant les langues officielles dans l'enseignement qui figurent à bord établies en 1970;

ET ATTENDU que le Nouveau-Brunswick reconnaît que la notation de "couts supplémentaires" telle que reconnue dans le protocole fonde pour offrir un appui financier au Nouveau-Brunswick;

ET ATTENDU que le Nouveau-Brunswick souhaite continuer d'offrir ses programmes de langues officielles dans le secteur secondaire;

ET ATTENDU que l'éducation est de compétence provinciale, c'est le Nouveau-Brunswick qui doit déterminer les objectifs, définit les contenus, fixer les priorités et faire l'évaluation de ses programmes de langues officielles dans l'enseignement;

ET ATTENDU que l'entente bilatérale avec le gouvernement provincial doit concilier une entente bilatérale avec le gouvernement provincial, pour une durée de cinq ans;

ET ATTENDU qu'un protocole d'ententes entre le gouvernement du Canada et les gouvernements provinciaux et territoriaux du Canada et la langue officielle de l'enseignement dans la langue de la minorité et à l'enseignement secondaire fut concilié le 17 novembre 1988 entre le secrétaire d'État et le président du Conseil des ministres de l'éducation (Canada) (MÉC), au nom de tous ces ministères, provoqua un responsum de l'éducation, ci-après appelé "le protocole";

ET ATTENDU que, en vertu de la Charte canadienne des droits et libertés, des langues officielles et de la Loi sur les langues officielles du Nouveau-Brunswick et de la Loi reconnaissant l'égalité des deux communautés linguistiques officielles du Nouveau-Brunswick, cette province est unique dans le statut qu'elle accorde au français et à l'anglais comme langues officielles;

ET ATTENDU que le Canada juge importante, dans le cadre de sa politique des langues officielles et pour la réalisation de ses buts et objectifs, que les Canadiens et les Québécois puissent faire leur langue maternelle et leur culture qui s'y rattache;

ET ATTENDU que le Canada et le Nouveau-Brunswick reconnaissent, selon l'Article 23 de la Charte canadienne des droits et libertes, que les langues officielles ou de la province sont dans leur propre langue là où le nombre d'instructeurs enfants dans une province de faire

ATTENDU que le Canada reconnaît dans la Constitution, la charte canadienne des droits et libertés et la loi sur les langues officielles que le français et l'anglais sont les langues officielles du Canada;

LE GOUVERNEMENT DU NOUVEAU-BRUNSWICK au nom du NOUVEAU-BRUNSWICK (ci-après NOUVEAU-BRUNSWICK) appelle "Nouveau-Brunswick",
l'État présent à la ministre des Affaires intérieures renommé les

LE GOUVERNEMENT DU CANADA au nom du Canada (ci-après appellé "Canada"), représenté par le secrétaire d'Etat du Canada

:LE

La présente ENTENTE a été conclue en français et en anglais ce 33e jour d' OCTOBRE 1988.

RELATIVE AUX LANGUES OFFICIELLES DANS L'ENSEIGNEMENT
ENTRE LE CANADA ET LE NOUVEAU-BRUNSWICK

Entente entre le gouvernement du Canada et
le gouvernement du Nouveau-Brunswick relative
à l'enseignement dans la langue de la minorité
et à l'enseignement de la langue secondaire

COOPÉRATION INTERNATIONALE
JAN 1993
SECRÉTARIAT
CONSEIL DES MINISTRES

1988-1989 à 1992-1993

1988-1989 à 1992-1993

Enseignement de la
langue seconde

Enseignement dans la
langue de la minorité

Brunswick

Nouveau-

Canada -

Entente



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